

# Coalition to Save Houston's Pets

## *Memorandum of Understanding*

The Coalition to Save Houston's Pets ("Coalition"), led by Best Friends Animal Society ("Best Friends"), is an unincorporated and voluntary association of animal welfare organizations within Harris County and contiguous counties (Houston, TX).

A Coalition Member is a 501(c)(3) nonprofit organization, government animal shelter or other animal welfare organization providing services within Harris County, with a goal of ending the killing of healthy or treatable pets in Harris County animal shelters and animal shelters in contiguous counties.

By entering into this Memorandum of Understanding ("MOU"), the undersigned nonprofit organization, governmental entity or other animal welfare organization, agrees to become a member of the Coalition ("Coalition Member") on the terms set forth herein.

### **1. Mission of Coalition**

The mission of the Coalition is to create a community where 90% or more of the dogs and cats in shelters across Harris County, TX and contiguous counties are saved.

The purpose of the Coalition to Save Houston's Pets is to create an environment where organizations working locally in the Greater Houston Area can collaborate on community solutions to achieve the mission. Strategies should focus primarily on providing non-sheltering services to decrease intake and providing positive outcomes to pets that have entered the shelters.

- Share best practices
- Use resources strategically and collaboratively
- Identify key programs proven to reduce shelter deaths
- Execute said life-saving programs

For a community to be considered no-kill, it means that no healthy, adoptable dogs or healthy cats are killed in its shelters. We also understand the importance of having a quantitative benchmark, which gives communities a goal and generates accountability for no-kill program efforts. So, the threshold for a community to be considered no-kill is saving 90 percent of the animals. That means the community's shelters or other agencies handling the animal control intake and surrenders must be collectively saving 90 percent or more of the animals who come through the system. The remaining 10 percent allows for animals who are suffering irremediably or have severe aggression issues, and compassion demands that they be euthanized because there is no reasonable alternative.

### **2. Structure & Governance**

The Coalition to Save Houston's Pets is a voluntary association of nonprofit organizations and government animal shelters working toward achieving the mission set forth in section 1, as

stated above. It does not exist as, nor do the parties intend to form a separate legal entity by virtue of this MOU. Each coalition member maintains its own independent status as a stand-alone 501(c)(3) organization. No member of the Coalition to Save Houston's Pets is authorized to bind any other member entity to any contract or agreement, or to act as agent for any other member. This MOU is not intended to create a joint venture, partnership, association, corporation, or other legal entity.

The Coalition to Save Houston's Pets shall be governed by Best Friends, in the best interest of its members, goals and objective, in a manner consistent with the Coalition's mission. Best Friends will facilitate the logistics of coalition meetings, activities and events. A steering committee will be formed at a later time to provide additional leadership to the Coalition.

Best Friends will provide leadership in the following ways:

- Define the process for program prioritization, ensuring that all decisions are made in alignment with the broader mission of the Coalition. This includes creating a process for distribution of funds.
- Define the decision-making approach (a simple majority vote or some other form).

### **3. Coalition Meetings and Membership**

Coalition meetings will serve as the foundation for the Coalition to Save Houston's Pets work.

The meetings will be a time where members can:

- Gain an understanding of the current reality of shelter death in the Greater Houston Area
- Discuss the challenges in addressing the shelter death gaps
- Share their organizations work as it pertains directly to shelter death
- Brainstorm collaborative solutions to closing said gaps

Meetings will be held every other month or quarterly based on need. The attendee base will be broadened to include organizations that currently provide, or are able to provide, life-saving programming in the Greater Houston Area.

Benefits of Coalition membership includes:

A presence on the Coalition website, if created, including:

- Opportunity to post information about upcoming events and fundraisers
- Link to Coalition members profiles of adoptable cats and dogs
- When appropriate, the ability to apply to receive funding from the Coalition to carry out programming in alignment with the Coalition's mission
- Opportunity to participate in fundraising activities and events for the purpose of generating revenue for Coalition programs

#### 4. Obligations and Commitments of Coalition Members

In furtherance of the mission of the Coalition to Save Houston's Pets, Coalition Member commits and agrees as follows:

- To report all animal intake and disposition data monthly via the Shelter Animals Count (SAC) website, [shelteranimalscount.org](http://shelteranimalscount.org) (if applicable)
- To respect, support and promote the activities of the other Coalition to Save Houston's Pets Members and the programs of the Coalition.
- To make no public statements critical of other Coalition to Save Houston's Pets Members or the programs of the Coalition.
- To bring the Coalition to Save Houston's Pets program complaints or disputes to the attention of Best Friends (or Steering Committee).
- To ensure that no animal in the care, custody or control of the Coalition Member is bred or used for breeding purposes.
- Despite the current reality, Coalition Members are working towards a goal that no animal in the care, custody, or control of the Coalition Member is euthanized other than for irremediable suffering caused by a terminal illness or un-rehabilitable aggression.
- To allow representatives of Best Friends responsible for the administration of the Coalition program access to adoption, spay/neuter, or other records when requested and as needed to verify activity for which an adoption subsidy or other request for grant funds is claimed.
  - All such information will remain confidential and will not be used or made available to other Coalition members or any other person for fundraising, mailing or any other unauthorized use.
    - Notwithstanding the confidentiality of these records, nothing shall prohibit other Coalition members from mailing, soliciting, or otherwise seeking to raise funds from individuals who — through other legitimate means — appear on the mailing lists or in the databases of multiple Coalition members.
  - Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law regarding access to government records.
- To allow representatives of Best Friends responsible for the administration of the Coalition program access during normal business hours in a manner that does not disrupt operations to facilities housing cats and dogs. Government entities will comply with the spirit and intent of this commitment to the extent permitted by applicable law.
- To comply with all applicable federal, state, and local laws governing nonprofit organizations including but not limited to those governing maintenance of its status as a 501(c)(3) organization, partisan political activity, lobbying, charitable solicitations, and fundraising.
- To comply with all applicable federal, state, and local laws governing animal welfare including any laws governing the trap-neuter-return of community cats.

## **5. Funding**

The Coalition to Save Houston's Pets will not have a formal funding structure. However, groups such as Best Friends, may use data and other information gathered from the Coalition to strategize life-saving programming in the Greater Houston Area. This may include such things as grantmaking. Additionally, it is the hope of Best Friends that organizations may use their participation in the Coalition to raise funds to support their organizations' life-saving programming.

Best Friends and the Coalition Members may also continue to engage in other fundraising within the Greater Houston Area that is not specifically aimed at supporting the activities of the Coalition.

## **6. Use and Ownership of Intellectual Property**

Coalition Member acknowledges that "No More Homeless Pets", "Best Friends Animal Society", "Best Friends", and "Strut Your Mutt" are registered trademarks of Best Friends Animal Society, and agrees that Best Friends shall remain the sole owner of its trademarks and all physical and intellectual property associated therewith, and all content, trademarks, brands, logos, symbols and other data associated with the same. Coalition Member shall not be deemed to have acquired any interest in the same, other than the right to participate in the Coalition as provided for herein.

Each Coalition Member shall remain the sole owner of its trademarks and all physical and intellectual property associated therewith, and all content, trademarks, brands, logos, symbols and other data associated with the same.

However, branding the Coalition to Save Houston's Pets will demonstrate a collective commitment to creating a no-kill Houston. This will allow the community to rally around one, central goal that several organizations are working together on to make possible. Best Friends will create the coalition brand and will set the guidelines for when Coalition Members can use the brand.

## **7. Termination of Coalition and/or Coalition Membership**

Coalition Member may withdraw from the Coalition to Save Houston's Pets at any time.

Best Friends reserves the right to terminate Coalition Member's membership in the Coalition to Save Houston's Pets if, in its sole discretion, it determines that Coalition Member is not fulfilling its obligations as set forth in this MOU or is otherwise engaged in conduct detrimental to the accomplishment of the Coalition's mission. Upon termination of participation in the Coalition to Save Houston's Pets, Best Friends may take other steps as necessary to effectuate the termination within a reasonable time after providing or receiving notice of termination.

Best Friends may terminate its sponsorship of the Coalition and any financial obligations associated with the Coalition at any time. In the event Best Friends unilaterally terminates this Agreement, the remaining Coalition Members are free to continue their association, but must

immediately cease referring to the Coalition as the "Coalition to Save Houston's Pets" and shall have no right to use any of Best Friends registered trademarks or other intellectual property developed with the resources and financial support of Best Friends.

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This MOU may be executed by means of electronic or handwritten signature. This MOU shall not be effective unless and until signed by authorized representatives of both Coalition Member and Best Friends.

Signatures submitted to Best Friends via facsimile shall be binding and may be relied upon by Best Friends to the same extent as an original.

By signing below, the parties indicate they have read this MOU and intend to be bound by the commitments contained herein.

**Coalition Member:**

Signature:

Printed name:

Date:

Title:

*(must be an officer of the organization)*

**Best Friends Animal Society:**

Signature:

Printed name:

Date:

Title:

*(must be a Best Friends Animal Society staff member)*

Organization Contact Information

**PUBLIC LIST** – Information that may be given out to the public:

Organization Name: \_\_\_\_\_

Telephone(s): \_\_\_\_\_

Email(s): \_\_\_\_\_

Location: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Website: \_\_\_\_\_

**PRIVATE LIST** – Additional names, telephone numbers, e-mail addresses that may be shared with other coalition members and shelters but not given to public.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have a shelter or kennel facility? Yes \_\_\_ No \_\_\_

If Yes:

Street address: \_\_\_\_\_

\_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Do you use a foster network? Yes \_\_\_ No \_\_\_

If Yes:

Contact Information for Adoption Inquiries:

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Contact person: \_\_\_\_\_

Do you have a regular mobile adoption location? Yes \_\_\_ No \_\_\_

If Yes:

Name(s): \_\_\_\_\_

Location(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If you do not have a kennel or shelter facility, foster network or mobile adoption location, please describe how you facilitate housing and/or adopting animals:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTACT INFORMATION – Persons responsible for admission/transport of animals:**

- **DOG COORDINATOR – ADMISSION PERSON:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

- **CAT COORDINATOR – ADMISSION PERSON:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Please use the space below to provide any additional information about your organization.